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Director and Health Officer

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BOARD OF SUPERVISORS

Gloria Molina
First District

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Fifth District

June 09, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

40

JUNE 9, 2010

SACHI A. HAMAI
EXECUTIVE OFFICER

**DELEGATE AUTHORITY TO ACCEPT A FORTHCOMING ACCEPTANCE OF ALLOCATION
AGREEMENT AND APPROVAL OF 15 TOBACCO CONTROL AND PREVENTION SERVICE
AGREEMENTS
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Request delegated authority to accept a forthcoming Acceptance of Allocation Agreement from the California Department of Public Health, Tobacco Control Program and authorization to execute 15 agreements with community-based agencies for tobacco control and prevention services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Director of the Department of Public Health (DPH), or his designee, to accept a forthcoming Acceptance of Allocation Agreement (AOAA), from the California Department of Public Health Tobacco Control Program (CDPH/TCP) to support tobacco control and prevention services for the period July 1, 2010 through June 30, 2013, in the anticipated amount of \$10,621,952.
2. Delegate authority to the Director of DPH, or his designee, to execute future amendments to the AOAA that extend the term, allow the rollover of unspent funds, and/or provide for an increase or decrease in funding up to 30 percent of the base year's award, subject to review and approval by County Counsel and the Chief Executive Office (CEO) and notification to your Board.
3. Authorize and instruct the Director of DPH, or his designee, to execute 15 new Tobacco Control and Prevention Service (TCPS) Agreements, substantially similar to Exhibit I, with the community-

based agencies identified in Attachment A, to provide tobacco control and prevention services for the period of July 1, 2010 through June 30, 2013, at a maximum obligation of \$4,500,000 offset by CDPH/TCP grant funds and the Centers for Disease Control and Prevention (CDC) American Recovery and Reinvestment Act (ARRA), with an option to extend the term for one additional year through June 30, 2014, contingent upon availability of funding from local, State, and federal resources, subject to review and approval by County Counsel and the CEO and notification to your Board.

4. Delegate authority to the Director of DPH, or his designee, to execute future amendments to the 15 TCPS Agreements, to extend the term, allow the rollover of unspent funds, internally redirect funds, and/or increase or decrease funding up to 30 percent of the base year's maximum obligation for the period of July 1, 2010 through June 30, 2014, subject to review and approval by County Counsel and the CEO and notification to your Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of recommendations one and three will allow DPH to accept a forthcoming AOAA from CDPH/TCP and execute 15 agreements with community-based agencies to develop community-based strategies designed to reduce youth access to tobacco products, reduce exposure to secondhand smoke, and counter pro-tobacco advertising and promotion.

Approval of recommendations two and four will provide DPH with delegated authority to accept amendments to the AOAA and execute amendments to the 15 TCPS agreements that extend the term, allow the rollover of unspent funds, internally redirect funds, and/or increase or decrease funding up to 30 percent of the base year's maximum obligation for the period of July 1, 2010 through June 30, 2014.

Implementation of Strategic Plan Goals

This action supports Goal 4, Health and Mental Health, of the County Strategic Plan by providing tobacco control and prevention services to decrease smoking and exposure to environmental tobacco smoke.

FISCAL IMPACT/FINANCING

The total anticipated amount of the forthcoming AOAA for the period of July 1, 2010 through June 30, 2013 is \$10,621,952, is 100 percent funded by CDPH/TCP funds. DPH received additional funding from ARRA to support the TCPS for the period of March 19, 2010 through March 11, 2012 in the amount of \$16,184,860 for a total of \$26,806,812. Funding from CDPH/TCP and ARRA will support the 15 new TCPS agreements.

The total County maximum obligation for the 15 TCPS agreements is \$4,500,000 and is 100 percent offset by CDPH/TCP and ARRA funding for the period of for July 1, 2010 through June 30, 2013. This amount is comprised of \$2,871,606 from the CDPH/TCP and \$1,628,394 from ARRA, at no net County cost. The remaining \$22,306,312 is for services and supplies, salaries and employees benefits, and other program costs.

Funding for this program has been included in DPH's 2010-11 Proposed Budget and will be

requested in future fiscal years as needed.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Since 1990, DPH's TCPP has received funding from CDPH/TCP for the provision of tobacco control and prevention services. Currently, CDPH/TCP funding supports efforts to decrease exposure to environmental tobacco smoke, counter pro-tobacco influences, and provide media advocacy. The tobacco control plan for Los Angeles County, which was approved by CDPH/TCP, specifies that DPH contract with community-based agencies to provide services to reduce tobacco use through policy action and behavior change.

On February 16, 2010, your Board delegated authority to the Director of DPH, or his designee, to accept forthcoming ARRA funds from the CDC to implement Project TRUST, a two-year project to reduce smoking prevalence and decrease exposure to secondhand smoke, especially in disadvantaged communities. The CDC tobacco control plan includes funding to contract with community agencies to reduce tobacco use and exposure to secondhand smoke through policy action and a comprehensive social marketing campaign.

On March 18, 2010, DPH received the Notice of Award from the CDC.

DPH anticipates receiving the forthcoming AOAA from CDPH/TCP in the amount of \$10,621,952 for FY 2010-13.

Exhibit I has been approved as to form by County Counsel.

Attachment A lists the 15 community-based providers.

CONTRACTING PROCESS

On January 4, 2010, DPH released a Request for Proposals (RFP) seeking qualified community-based organizations within Los Angeles County to provide tobacco control and prevention services. DPH advertised the RFP on the countywide website and in local papers.

In response to the RFP, DPH received 24 proposals. As a result of the RFP evaluation process, 15 community-based organizations were determined to be the best qualified and were selected for funding. On April 5, 2010, all proposers were notified in writing of their funding recommendation status and that their evaluation results were available for review. There were no requests for review.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

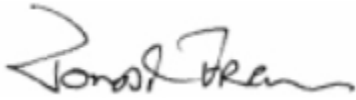
Approval of these actions will allow DPH to accept an AAOA and enter into TCPS Agreements with 15 providers to provide effective and timely initiatives and activities to support tobacco prevention efforts throughout the County.

The Honorable Board of Supervisors

6/9/2010

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Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Jonathan E. Fielding". The signature is fluid and cursive, with a large initial "J" and a long, sweeping underline.

JONATHAN E. FIELDING, M.D., M.P.H.

Director and Health Officer

JEF:yl

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

PROPOSED ALLOCATION OF FUNDS BY AGENCY, SUPERVISORIAL DISTRICT, AND SERVICE PLANNING AREA

AGENCY	Category (ies)	District 1	District 2	District 3	District 4	District 5	City 1 st Yr	SPA	TOTAL FUNDING 07/01/10-06/30/11
Asian American Drug Abuse Program	1		X		X		Bellflower	7	\$100,000
Asian Youth Center	2					X	Arcadia	3	\$100,000
Community Partner FBO SAFE	3		X	X			Hawthorne	8	\$100,000
Dakota Communications	1		X			X	Covina	3	\$100,000
Day One, Inc.	3					X	Sierra Madre	3	\$100,000
FAME Assistance Corp	3		X				Culver City	5	\$100,000
Girls Club of Los Angeles	2		X		X		Lakewood	7	\$100,000
Glendale Adventist Med. Center	2					X	Duarte	3	\$100,000
MWW Group	2	X				X	Santa Clarita	2	\$100,000
NCADD/South Bay	2				X		Manhattan Beach	8	\$100,000
People's CORE	3	X	X	X	X	X	Unincorporated Los Angeles	2,4,6,8	\$100,000
Pueblo Y Salud	2			X		X	Lancaster	1	\$100,000
Search to Involve Pilipino American	1	X					Walnut	3	\$100,000
Special Services for Groups	2		X				Hawthorne	8	\$100,000
Valley Community Clinic	1			X			Malibu	5	\$100,000
TOTAL									\$1,500,000

Category 1: Community-based tobacco control and prevention services to reduce youth access to tobacco products.

Category 2: Community-based tobacco control and prevention services to reduce exposure to environmental tobacco smoke in outdoor areas.

Category 3: Community-based tobacco control and prevention services to reduce exposure to environmental tobacco smoke in new multi-unit housing developments.

Contract No. _____

TOBACCO CONTROL AND PREVENTION SERVICES AGREEMENT

AGREEMENT is made and entered into this _____ day
of _____, 2010,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

(hereafter "Contractor") .

WHEREAS, California Health and Safety Code Section 101025 places upon
County's Board of Supervisors ("Board") the duty to preserve and protect the public's
health; and

WHEREAS, California Health and Safety Code Section 101000 requires County's
the Board to appoint a County Health Officer, who is also the Director of County's
Department of Public Health ("DPH" or "Department"), to provide services directed
toward the prevention or mitigation of chronic diseases within the jurisdiction of County;
and

WHEREAS, County has been allocated State funds from the California
Department of Public Health, Tobacco Control Program ("CTCP") as appropriated by
Assembly Bill 493, California Health and Safety Code Section 349.109; and

WHEREAS, County's allocation provides for the development and
implementation of a local tobacco control and prevention program (hereafter referred to

as "DPH Tobacco Control and Prevention Program ["TCPP"] ") , the objective of which is to provide maximum impact through broad population coverage and by funding resources to high-risk target groups; and

WHEREAS, on January 4, 2010, County released a Request for Proposal ("RFP") for Tobacco Control and Prevention Services: Community-Based Interventions in Los Angeles County, a competitive selection document with the objective to identify community-based agencies that could provide tobacco control and prevention community-based intervention services in Los Angeles County; and

WHEREAS, on or about February 8, 2010, Contractor submitted a RFP in response to County's RFP for Tobacco Control and Prevention Services: Community-Based Interventions in Los Angeles County, which is incorporated into this Agreement by reference; and

WHEREAS, County requires Contractor to conduct tobacco control and prevention community-based interventions through the development and implementation of community-based strategies, including marketing campaigns, training, educational presentations that incorporate messages promoting health and wellness to influence positive long term behavior changes to the general population and specific target populations/ jurisdictions.

WHEREAS, Contractor possesses the competence, expertise, facilities, and personnel to provide such tobacco control and prevention community-based interventions, described hereunder and has offered its resources to County to carry out the objectives of the Program which are funded by the State; and

WHEREAS, the term "Director" as used herein refers to County's Director of

DPH, or his authorized designee (hereafter jointly referred to as "Director"); and

WHEREAS, County is authorized by Government Code Section 31000 to contract for these services.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall be effective July 1, 2010, and shall continue, unless sooner terminated or canceled, in full force and effect, to and including June 30, 2011. Said agreement shall thereafter have an option to extend the contract term up to two (2) years, including June 30, 2013, contingent upon the availability and approval of California Department of Public Health, California Tobacco Control Program funding and the County's progress in meeting the contractual obligations for tobacco control and prevention services with the California Tobacco Control Program.

Said agreement shall thereafter have an option to extend the term up to an additional one (1) year through June 30, 2014, all contingent upon availability of funding from local, state, and federal resources and at the sole discretion of County. Options to extend the term will be at the sole discretion of the Director, and Director's judgment shall be final.

In any event, this Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days advance written notice to the other party.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement shall constitute a material breach hereto, and this Agreement may be

terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

2. DESCRIPTION OF SERVICES:

Effective July 1, 2010 through June 30, 2011, Contractor shall provide tobacco control and prevention services in the manner described in Attachment XX, Scope of Work, attached hereto and incorporated herein by reference.

Effective July 1, 2011 through June 30, 2012, Contractor shall provide tobacco control and prevention services in the manner described in Attachment XX, Scope of Work, attached hereto and incorporated herein by reference.

Effective July 1, 2012 through June 30, 2013, Contractor shall provide tobacco control and prevention services in the manner described in Attachment XX, Scope of Work, attached hereto and incorporated herein by reference.

Said agreement shall thereafter have an option to extend the term up to an additional one (1) year through June 30, 2014, all contingent upon availability of funding from local, state, and federal resources and at the sole discretion of County. Options to extend the term will be at the sole discretion of the Director, and Director's judgment shall be final.

In addition, all services provided herein during the term of this Agreement shall be in the manner and form described herein and in the following documents, all of which are attached hereto and incorporated herein by reference.

"Exhibit XX, Description of Services", "Exhibit XX, State of California Department of Public Health, California Tobacco Control Program Additional Provisions", "Exhibit

XX, Educational Materials Standards”, “Exhibit XX, Guidelines on Use of Incentives”, “Attachment XX, Scope of Work” and Schedule XX, attached hereto and incorporated herein by reference.

3. NONEXCLUSIVITY: Contractor acknowledges that it is not the exclusive provider to County of the tobacco control and prevention services to be provided under this Agreement, that County has, or intends to enter into, contracts with other providers or said services, and that County reserves the right to itself perform the services with its own County personnel. During the term of this Agreement, Contractor agrees to provide County with the services described in the Agreement.

4. MAXIMUM OBLIGATION OF COUNTY: During the period of July 1, 2010 through June 30, 2011, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Thousand Dollars (\$100,000). Contractor shall use such funds only to pay for services as set forth in Schedule XX, attached hereto and incorporated herein by reference, and only to the extent that such funds are reimbursable to County from the State.

During the period of July 1, 2011 through June 30, 2012, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Thousand Dollars (\$100,000). Contractor shall use such funds only to pay for services as set forth in Schedule XX, attached hereto and incorporated herein by reference, and only to the extent that such funds are reimbursable to County from the State.

During the period of July 1, 2012 through June 30, 2013, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Thousand Dollars (\$100,000). Contractor shall use such funds only to pay for services as set forth

in Schedule XX, attached hereto and incorporated herein by reference, and only to the extent that such funds are reimbursable to County from the State.

Said agreement shall thereafter have an option to extend the term up to an additional one (1) year through June 30, 2014, all contingent upon availability of funding from local, state, and federal resources and at the sole discretion of County. Options to extend the term will be at the sole discretion of the Director, and Director's judgment shall be final.

In no event shall County be required to pay Contractor more than the maximum obligation of County as set forth in this Paragraph.

5. BILLING AND PAYMENT:

A. County agrees to compensate Contractor in accordance with the payment structure set forth in the Exhibits(s), Attachments(s), and Schedules(s) attached hereto and incorporated herein by reference.

B. "Provision of Services" as used in this Paragraph includes time spent performing any service activities designated in the Exhibit (s) and Attachment (s), and also includes time spent on preparation for such activities.

C. Unit Cost Reimbursement: County agrees to compensate Contractor at rates for units of service as established by the County and as set forth in the Schedule (s), attached hereto. Contractor shall submit reimbursement claims along with evaluation forms and any other required document in duplicate on claim forms as may be furnished or required by County. Each claim shall be approved and signed by the Contractor's duly authorized designee.

D. Original invoices shall be submitted directly to the Tobacco Control

and Prevention Program office ("TCPP"); 3530 Wilshire Boulevard, Suite 800; Los Angeles, California 90010; no later than 12:00 pm (noon) on the fifth working days after the end of each calendar month.

E. In no event shall County be required to pay Contractor more, for all services provided hereunder, than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY paragraph of this Agreement unless otherwise revised or amended under the terms of this Agreement.

F. Submission of Outstanding/Final Invoices and Non- Payment of Invoices: Upon expiration or prior termination of this Agreement, Contractor shall submit to TCPP, within thirty (30) calendar days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoice(s) to TCPP within the specified period described above shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoices.

G. Contractor Budget and Expenditures Reduction Flexibility: In order for County to maintain flexibility with regards to budget and expenditure reductions, Contractor agrees that Director may cancel this Agreement, without cause, upon the giving of ten (10) calendar days written notice to Contractor; or notwithstanding, Alteration of Terms paragraph, of this Agreement, Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Agreement via an Administrative Amendment, as mutually agreed to and executed by the parties therein.

6. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS: Not withstanding any other provision of this Agreement, County shall not be obligated for services performed hereunder, or by any provision of this Agreement, during any of County's future fiscal years (July 1 - June 30) unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each fiscal year. If County's Board of supervisors fails to appropriate funds for any fiscal year, this Agreement shall be deemed to have terminated on June 30 of the prior County fiscal. County shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date. If for any reason the funding which funds this Agreement is terminated or reduced, county shall have the right to immediately terminate this Agreement in whole or in part. Notice of such termination shall be served upon Contractor in writing.

7. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

8. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATION:

A. If sufficient monies are available from federal, State, or County

funding sources, and upon Director's or his authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, the authorized designee shall be the Director of Public Health, his/her designee or the Director of TCPP. If monies are reduced by federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed thirty percent (30%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Executive Officer. If the increase or decrease exceeds thirty percent (30%) of the applicable County maximum obligation, approval by the County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if

such period is less than a County fiscal year, and/or any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of services delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, the Director or County's Board of Supervisors may either move such funds to an Exhibit, Attachment, Schedule, and/or budget or measurable objective category in this Agreement where such funds can be more effectively used by Contractor, or reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of thirty percent (30%) of the applicable County maximum obligation. Director shall provide written notice of such reallocation to Contractor and to County's Chief Executive Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

9. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands,

claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

10. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 10 and 11 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

A. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000) dollars, and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Public Health, Contracts and Grants Division
313 North Figueroa Street, 6th Floor-West
Los Angeles, California 90012-2659
Attention of: Patricia Gibson, Acting Division Chief

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor.

Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. **Additional Insured Status and Scope of Coverage:** The County of Los Angeles, its special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Provisions herein.

C. **Cancellation of Insurance:** Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

D. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.

E. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' right of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

I. Sub-Contractor Insurance Coverage Requirements: Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects to the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration, and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

K. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination, or cancellation.

L. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage

as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

M. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

O. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

11. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability insurance (providing scope of coverage equivalent to Insurance Services Office ["ISO"] policy form "CG 00 01"), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 Million
Products/Completed Operations aggregate	\$1 Million

Personal and Advertising Injury: \$1 Million
Each Occurrence: \$1 Million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form "CA 00 01") with limits of not less than \$1 Million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall include cover liability arising out of Contractor's use of autos pursuant to this Agreement, including "owned", "leased", "hired", and/or "non-owned" autos, as each may be applicable.

C. Workers' Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor

understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

12. ASSIGNMENT AND DELEGATION:

A. The Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

13. SUBCONTRACTING:

A. For purposes of this Agreement, all subcontracts must first be approved by in writing by Director. Contractor's written request to Director for approval to enter into a subcontract shall be made at least thirty (30) calendar days prior to the subcontractor's proposed effective date, and shall include:

(1) Identification of the proposed subcontractor, who shall be licensed as appropriate for provision of subcontract services, and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(2) A detailed description of the services to be provided under the subcontract.

(3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment which also must be approved in writing by Director in the same manner as described above, before such amendment is effective.

B. Director shall review Contractor's request to subcontract and shall determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.

C. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to Director, a copy of the proposed subcontract instrument. With the Director's written approval of the subcontract instrument, the subcontract may proceed.

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director's approval of any subcontract shall also not be construed to constitute a determination of the allowability of any cost under this Agreement. In no event shall approval on any subcontract by County be construed to limit in any way, any of County's rights or remedies contained in this Agreement.

E. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or

other compensation to all subcontractors, and their officers, employees, and agents.

F. In the event that Director consents to any subcontracting, such consent shall be subject to County's right to give prior and continuing approval of any and all subcontractor personnel providing services under such subcontract. Contractor shall assure that any subcontractor personnel not approved by County shall be immediately removed from the provision of any services under the particular subcontract or that another action is taken, as requested by County.

G. In the event that Director consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, or to any officers, employees, or agents, of Contractor, or any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

H. Subcontract shall contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as subcontractor requirements in the subcontract form all of the requirements of Indemnification, General Provisions for All

Insurance, Insurance Coverage Requirements, Compliance with Applicable Law, Conflict of Terms, and Alteration of Terms, of the body of this Agreement, and, all of the provisions of the Additional Provisions attachment.

I. Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Agreement, on or immediately after the effective date of the subcontract, but in no event, later than the date any services are to be performed under the subcontract.

J. Director is hereby authorized to act for and on the behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

14. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with the requirements of all federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to its performance hereunder. To the extent there is any conflict between federal and State or local laws, the former shall prevail.

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation, or other document not prepared by County which occurs after the effective date of the Agreement.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such federal, State, or local laws, regulations, guidelines, or directives.

15. TOBACCO INFORMATION SERVICES AND EDUCATION MATERIALS:

Contractor hereby agrees that all tobacco information and education materials produced and oral presentations conducted with funds provided under this Agreement shall be in accordance with the requirement of the Exhibit (s) and Attachment (s) , attached hereto. The parties hereby agree that prior to Contractor's publication or distribution of tobacco related information and education materials or conducting of oral presentations under the provisions of this Agreement, Contractor shall obtain the specific approval to perform such actions from Director.

On Director approved materials produced pursuant to this Agreement, Contractor agrees to acknowledge the fact that County contributed funds in whole or in part to Contractor for the production of said materials and to include the statement, "THIS MATERIAL WAS MADE POSSIBLE BY FUNDS THROUGH THE PROPOSITION 99 TAX INITIATIVE FROM LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH" on said materials.

Failure of Contractor to comply with the provisions of this Paragraph, or any directions by or on behalf of County pursuant thereto, shall constitute a material breach hereof, and this Agreement may be terminated immediately. County's failure to exercise this right of termination shall not constitute waiver of such right, which may be exercised at any subsequent time.

16. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, are documents labeled ADDITIONAL PROVISIONS (hereafter referred to as "Additional Provisions") all of which the terms and conditions therein contained are part of this Agreement.

17. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

18. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Agreement (including its ADDITIONAL PROVISIONS) and that of any Exhibit(s), Attachment(s), and any documents incorporated herein by reference, the language found within this Agreement shall govern and prevail.

19. ALTERATION OF TERMS: This Agreement (including its ADDITIONAL PROVISIONS), and any Exhibit(s) and/or Attachment(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

20. CONTRACTOR'S OFFICES: Contractor's office is located at _____. Contractor's business _____.

telephone number is () and facsimile/FAX number is (). Contractor shall notify County, in writing, of any changes made to its business address, business telephone number and/or facsimile/FAX number and/or email address as listed herein, or any other business address, business telephone number and/or facsimile/FAX number and/or email address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

21. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Public Health
Tobacco Control and Prevention Program
3530 Wilshire Boulevard, Suite 800
Los Angeles, California 90010

Attention: Administrator's Name

- (2) Department of Public Health
Contracts and Grants Division
313 North Figueroa Street, 6th Floor-West
Los Angeles, California 90012 -2659

Attention: Acting Division Chief

B. Notices to Contractor shall be addressed as follows:

(1) [Agency name and address]

Attention:

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Public Health, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D. MPH
Director and Health Officer

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
ANDREA SHERIDAN ORDIN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health
By _____
Patricia Gibson, Acting Chief
Contracts and Grants

ADDITIONAL PROVISIONS

DEPARTMENT OF PUBLIC HEALTH

TOBACCO CONTROL AND PREVENTION SERVICES:

COMMUNITY-BASED INTERVENTIONS IN LOS ANGELES COUNTY

ADDITIONAL PROVISIONS
TOBACCO CONTROL AND PREVENTION SERVICES:
COMMUNITY-BASED INTERVENTIONS IN LOS ANGELES COUNTY

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ADDITIONAL PROVISIONS
DEPARTMENT OF PUBLIC HEALTH
TOBACCO CONTROL AND PREVENTION SERVICES:
COMMUNITY-BASED INTERVENTIONS IN LOS ANGELES COUNTY

1. ADMINISTRATION: County's Director of Public Health or his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities, or work areas, for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit to Director upon request, a statement executed by Contractor's duly constituted officers or Board of Directors, containing the following information with supportive documentation:

(1) The form of Contractor's business organization, i.e., sole proprietorship, partnership, or corporation.

(2) Articles of Incorporation and By-Laws.

(3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization (i.e. another legal entity or parent corporation).

(4) Board Minutes identifying who is authorized on behalf of Contractor to conduct business, make commitments, and enter into binding Agreements with the County.

(5) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(6) If, during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or the Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Agreement, a statement executed by Contractor's duly constituted officers, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes.

3. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of federal and State laws, or in any manner on the basis of the client's/ patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation.

Facility access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where federal funds are involved, and Title III of the federal Americans with Disabilities Act of 1990.

Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Public Health' Affirmative Action Division. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures.

A copy of such procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not

discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation in accordance with requirements of federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining Agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any provisions of this Paragraph have been violated, the same shall constitute a material breach of contract upon which Director may suspend or County may determine to terminate this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that Contractor has violated

federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

5. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

6. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period

prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

7. STAFFING AND STAFF DEVELOPMENT: Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff required by County. Such personnel shall be qualified in accordance with standards established by County. In addition, Contractor shall comply with any additional staffing requirements which may be included in the Exhibit(s) attached hereto.

During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisory position becomes vacant during the term of this Agreement, Contractor shall, prior to filling said vacancy, notify Director. Contractor shall provide the above set forth required information to Director regarding any candidate prior to any appointment. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement.

Contractor shall institute and maintain a training/staff development program pertaining to those services described in the Exhibit(s) attached hereto. Appropriate

training/staff development shall be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of such training/staff development program.

8. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, or other compensation or benefits to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for any and all

workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

D. ACKNOWLEDGMENT that each of Contractor's employees understands that such person is an employee of Contractor and not an employee of County shall be signed by each employee of Contractor performing services under his Agreement and shall be filed with County's Department of Human Resources, Health, Safety, and Disability Benefits Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010. The form and content of such ACKNOWLEDGMENT shall be substantially similar to Exhibit I, attached hereto and incorporated herein by reference.

9. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a reemployment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

10. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence ("GAIN") Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN/GROW participants by job category to Contractor.

11. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

12. RECORDS AND AUDITS:

A. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

(1) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.

(2) A General Ledger.

(3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.

(4) Personnel records which show the percentage of time worked providing services claimed under this Agreement. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Agreement.

(5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Agreement.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). All financial records shall be retained by Contractor at a location in Southern California during the term of this Agreement and for a minimum period of five (5) years following expiration or earlier termination of this Agreement, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County, Contractor shall pay County for all travel, per diem and other costs incurred by County for any inspection and audit at such other location.

B. Preservation of Records: If following termination of this Agreement Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

C. Audit Reports: In the event that an audit of any or all aspects of this Agreement is conducted of Contractor by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall

file a copy of each such audit report(s) with the Director and County's Department of Public Health - Financial Services Division, and County's Auditor Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Agreement, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

D. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Agreement is in effect.

The audit shall satisfy the requirement of the federal Office of Management and Budget (OMB) Circular Number A-133. The audit shall be performed by an independent Auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall file such audit report(s) with the County's Department of Public Health - Financial Services Division no later than ninety (90) calendar days from the completion of the audit.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers shall be made available for review by federal, State, or County representatives upon request.

E. Program/Fiscal Review: In the event County representatives conduct a program review or financial evaluation of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all financial records, medical records, program records, and any other records pertaining to services provided under this Agreement. Additionally, Contractor shall make its personnel, facilities, and medical protocols available for inspection at reasonable times by authorized representatives of County. Contractor shall be provided with a copy of any written program review or financial evaluation reports. Contractor shall have the opportunity to review County's program review and financial evaluation reports, and shall have thirty (30) calendar days after receipt of County's findings to review the results and to provide documentation to County to resolve exceptions. If, at the end of the thirty (30) day period, there remain exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results thereafter shall be applied to the total County payments made to Contractor for all claims paid during the program review or financial evaluation period under review to determine Contractor's liability to County.

F. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

13. REPORTS:

A. Contractor shall submit to County the following reports showing timely payment of employees' federal and State income tax withholding:

(1) Within ten (10) calendar days of filing with the federal or State government, a copy of the federal and State quarterly income tax withholding return, federal Form 941, and State Form DE-3 or their equivalent.

(2) Within ten (10) calendar days of each payment, a copy of a receipt for or other proof of payment of federal and State employees' income tax withholding whether such payments are made on a monthly or quarterly basis.

Required submission of the above quarterly and monthly reports by Contractor may be waived by Director based on Contractor's performance reflecting prompt and appropriate payment of obligations. Requirements of this Subparagraph A shall not apply to governmental agencies.

B. Contractor shall make other reports as required by Director concerning Contractor's activities as they affect the contract duties and purposes contained herein. In no event, however, may County require such reports unless it has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

14. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of all patient records and information, in accordance with all applicable Federal, State and

local laws, ordinances, rules, regulations and directives relating to confidentiality.

Contractor shall inform all of its officers, employees, agents, independent contractors and others providing services hereunder in writing of the confidentiality provisions of this Agreement. A copy of such document informing all of its officers, employees, agents and independent contractors of the provisions of this Paragraph shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.

15. CONTRACTOR'S OBLIGATIONS AS A NON-BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"): Contractor expressly acknowledges and agrees that the provisions of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its officers, employees, or agents, may have inadvertent access to patient medical records. Contractor understands and agrees that neither Contractor nor its officers, employees, or agents are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents shall maintain the confidentiality of any information obtained and shall notify DPH

management personnel that such access has been gained immediately, or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with Contractor's or its officers, employees' or agents' access to patient medical records. Contractor agrees to provide appropriate training to its officers, employees, and agents, regarding their obligation in this regards.

16. PUBLIC ANNOUNCEMENTS AND LITERATURE: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Agreement, shall have prior written approval from the Director prior to its publication, printing, duplication, and implementation with this Agreement. All such materials, public announcements, literature, audiovisuals, and printed material shall include an ACKNOWLEDGMENT that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health.

Contractor further agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Agreement, and all works based thereon, incorporated therein, or derived therefore, shall be the sole property of County.

Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

With respect to any such items which come into existence after the commencement date of the Agreement, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

For the purposes of this Agreement, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

17. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If

improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

18. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement: If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

19. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and Agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3

(commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

20. CONFLICT OF INTEREST:

A. No County employee whose position in County enables him/her to influence the award or administration of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor, or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall

immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

21. BOARD OF DIRECTORS: Contractor's Board of Directors shall serve as the governing body of the agency. Contractor's Board of Directors shall be comprised of individuals as described in its By-Laws; meet not less than required by the By-Laws; and record statements of proceedings which shall include listings of attendees, absentees, topics discussed, resolutions, and motions proposed with actions taken, which shall be available for review by federal, State, or County representatives. The Board of Directors shall have a quorum present at each Board meeting where formal business is conducted. A quorum is defined as one person more than half of the total Board membership.

Contractor's Board of Directors shall oversee all agency contract-related activities. Specific areas of responsibility shall include executive management, personnel management, fiscal management, fund raising, public education and advocacy, Board recruitment and Board member development, i.e., training and orientation of new Board members and ongoing in-service education for existing members.

22. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, CERTIFICATES: Contractor shall obtain and maintain during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and

certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of County's DPH at any time during the term of this Agreement.

23. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except their use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Agreement, the discontinuance of the business of Contractor, the failure of

Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Within ninety (90) calendar days following the effective date of this Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody:

Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse.

Contractor shall contact Director for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody:

Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or earlier termination of this Agreement, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

24. RETURN OF COUNTY MATERIALS: At expiration or earlier termination of this Agreement, Contractor shall provide an accounting of any unused or unexpended supplies purchased by Contractor with funds obtained pursuant to this Agreement and shall deliver such supplies to County upon County's request.

25. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations where services are provided under provisions of this

Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

26. TERMINATION FOR INSOLVENCY, DEFAULT, GRATUITIES, AND/OR IMPROPER CONSIDERATIONS, AND CONVENIENCE:

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;

(2) The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as

County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

C. Termination For Gratuities and/or Improper Consideration: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is found that gratuities or consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor. Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. (Among other items, such improper gratuities and

considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.)

D. Termination For Convenience: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective. After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

(1) Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

(2) Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

Further, after receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the

amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor for a period of five (5) years after final settlement under this Agreement, in accordance with Paragraph 10, Records and Audits, herein, retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder.

27. CONTRACTOR'S PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Agreement.

28. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party

shall, within two (2) calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.

29. RESOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its Department of Public Health shall make the determination to resolicit bids or request proposals in accordance with applicable County and DPH policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

30. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County purchase orders and/ or contracts are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 USC section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County shall be grounds upon which County may terminate this Agreement pursuant to the Termination for Default Paragraph of this Additional Provisions attachment to Agreement, and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

31. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

32. GOVERNING LAWS, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor hereby agrees and consents to submit to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action (other than an appeal or an enforcement of a judgment) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the courts of the State of California located in Los Angeles County, California.

33. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

34. SEVERABILITY: If any provisions of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement

and the application of such provision to other persons or circumstances shall not be affected thereby.

35. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

36. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each

subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

37. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement, or other contracts, which indicates that Contractor is not responsible, County may or otherwise in addition to other remedies provided under this Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which will generally not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County, or a nonprofit

corporation created by County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any public entity, or non-profit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. County's Contractor Hearing Board will conduct a hearing where evidence on proposed debarment is presented. Contractor or Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, County's Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and Director shall be provided an opportunity to object to the proposed decision prior to its presentation to County's Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other

recommendation of County's Contractor Hearing Board shall be presented to the Board of Supervisors. County's Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of County's Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed, (2) a bona fide change in ownership or management, (3) material evidence discovered after the debarment was imposed, or (4) any other reason that is in the best interest of County.

H. County's Contractor hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years, (2) the debarment has been in effect for at least five (5) years, and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, County's Contractor Hearing Board will provide notice of the

hearing on the request. At the hearing, County's Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by County's Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

County's Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. County's Contractor Hearing Board shall present its proposed decision and recommendation to County's Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the County's Contractor Hearing Board.

I. These terms shall also apply to subcontractors/consultants of County contractors.

38. DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in the "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM"

paragraph immediately above, shall constitute default under this agreement.

Without limiting the rights and remedies available to County under any other provision of this agreement, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate this agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

39. USE OF RECYCLED - CONTENT PAPER: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

40. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Services Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Services Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Services Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service served. Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

(2) For purpose of this Paragraph, and as set forth in the Jury Services Program provisions of the County Code as described hereinabove: "Contractor" shall mean a person, partnership, corporation, or other entity, that has a contract with County, or a subcontract with a County contractor, and has received, or will receive, an aggregate sum of

Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

(3) If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Services Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor", or if Contractor no longer qualifies for

an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

(4) Contractor's violation of this Paragraph of the Agreement may constitute a material breach of this Agreement. In the event of such breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

41. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Purchase Order or Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and

shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

42. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

43. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Department of Children and Family Services will supply the Contractor with the poster to be used.

44. COPYRIGHTS/RIGHTS IN DATA:

A. Subject Data: As used in this clause, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature ("whether or not copyrighted or copyrightable") which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.

Contractor shall be prohibited from copyrighting any data, publications, or materials, whether written or audio- visual (hereafter referred to as "Subject Data"), first produced or developed from work supported by County during the term of this Agreement. Additionally, County, State and federal governments may use, duplicate, or disclose in any manner and for any purpose whatsoever, and permit others to do so, all Subject Data delivered under this Agreement.

B. Federal Government, State and County Rights:
Subject only to the provisions of Subparagraph C below, the federal Government, State and County may use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all Subject Data delivered under this Agreement.

C. License to Copyrighted Data: In addition to the federal Government, State and County rights as provided in Subparagraph B above, with respect to

any data which may be copyrighted, the Contractor agrees to and does hereby grant to the federal Government, State and County a royalty-free, nonexclusive, and irrevocable license throughout the world to use, duplicate, or dispose of such data in any manner for any State, County and federal Government purposes.

Provided, however, that such license shall be only to the extent that the Contractor now has, or prior to completion or final settlement of this contract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

45. RULES AND REGULATIONS: During the time that Contractor's employees are on County premises, such employees shall be subject to the rules and regulations of such County premises. It is the responsibility of Contractor to acquaint its employees who are to provide services hereunder with such rules and regulations. Contractor shall permanently withdraw any of its employees from the provision of services hereunder upon receipt of written notice from Director that: (1) such employees has violated such rules or regulations, or (2) such employee's actions, while on County premises, indicate that the employee may adversely affect the delivery of health care services. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.

EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER

I understand that _____, is my sole employer for purposes of this employment.

I rely exclusively upon _____, for payment of salary and any and all other benefits payable to me or my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any Agreement between my employer _____, and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

NAME: _____

DATE: _____

NAME: _____

Print

Copy must be forwarded by CONTRACTOR to Department of Human Resources, Health, Safety, and Disability Benefits Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010.

AGRE 02/14/03

EXHIBIT A
DESCRIPTION OF SERVICES

1. DESCRIPTION: In order to reduce tobacco-related death, disease and disability in Los Angeles County. Tobacco Control & Prevention Services provides for the development and implementation of local tobacco control and prevention initiatives. To this end contractors work closely with community-based organization, coalitions, health advocates and other health providers to provide tobacco prevention, education, policy, smoking cessation, and media services throughout the County of Los Angeles. The goal of which is: 1) to decrease secondhand smoke, 2) to reduce tobacco availability, 3) to counter pro-tobacco influences and 4) to provide tobacco cessation by using comprehensive “social norm” models.

2. NON-ACCEPTANCE OF TOBACCO COMPANY FUNDS: The Los Angeles County Department of Public Health, Tobacco Control and Prevention Program (TCPP), requires that contractors shall comply with the following:
 - A. All TCPP Contractors: The contractor will not accept funding from or have an affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company during the term of the contract with TCPP. Since subcontractors are held to the same standards as the prime contractor, they are also subject to these requirements.

Contractors are required to sign and submit the “Certification of Non-Acceptance of Tobacco Funds” form as part of the Contract negotiation process. The certifications will be kept on file at TCPP. Violation of this TCPP policy during the term of the contract may result in termination of the contract.

B. Universities/Colleges Only: The Principal Investigator, or any investigator associated with the contract cannot receive funding from or have an affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company within the last five (5) years prior to the start date of the contract period. In addition, the Principal Investigator or any investigator associated with the contract will not accept funding from or have an affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company during the term of the contract with TCPP.

3. PERSONNEL:

A. Contractor shall be responsible for the recruitment, hiring, training, annual evaluation, work schedules of project staff and purchasing of supplies. Contractor personnel providing services hereunder shall at all times be employees of Contractor and Contractor shall hire, suspend, discipline or discharge such employees. County may refuse utilization of specific employees of Contractor for any reason, and, in such event, such employee shall be immediately removed from services hereunder by Contractor and shall be immediately replaced by Contractor pursuant to the agency's internal policies.

B. Contractor personnel providing services hereunder shall have prior training and/or experience in health policy advocacy and/or prevention interventions.

C. Contractor shall ensure that all its personnel providing services hereunder attend and complete the TCPP "New Contractor Orientation" training course. Contractor shall arrange through the TCPP for its personnel to attend the New Contractor

Orientation training and to make available to new staff the TCPP Contractor Orientation Manual as soon as such training becomes available.

- D. Contractor shall ensure that appropriate personnel attend the TCPP mandatory quarterly coalition for a Tobacco Free Los Angeles County meetings, the mandatory monthly Task Force Meetings and all other mandatory meetings and trainings as scheduled by TCPP.
- E. Contractors shall ensure to employ at least one (1) individual specifically assigned to work full time (40 hrs per week) under this Agreement. Approval of any exceptions to this requirement shall be obtained in writing from the Director. In any event, Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff identified in the Contractor's detailed line item budget and budget justification as presented to and approved by TCPP during the development and negotiation on this Agreement. For the purpose of this Agreement, an individual who provides unpaid services to Contractor shall be defined as a "volunteer".
- F. Contractor personnel records shall show the percentage of time worked providing services claimed under this Agreement. Such records shall be collaborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by program and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including but not limited to the individual specifically assigned to work full time (40 hrs per week) and the person functioning as the executive director of the program if such

executive director provides services claimed under this Agreement. Furthermore, duty statements for all program personnel shall be on file.

G. Contractor shall fill any vacant budgeted position within thirty (30) calendar days after the vacancy occurs. Approval of an exception to this requirement shall be obtained in writing from the Director. Furthermore, Contractor shall comply with any additional staffing requirements which may be included in the RFP, Exhibit and/or Scope of Work incorporated herein.

H. Contractor shall maintain appropriate documentation and have available for review by authorized County representative, a list of persons by name, title, professional degree, salary and experience who are providing services hereunder. If an executive director, program director, assistant director, or equivalent position becomes vacant during the term of this Agreement, Contractor shall within thirty (30) days, notify the Director of the said vacancy.

4. CONTRACTOR PERSONNEL AND PERFORMANCE GUIDELINES: Overall management of Contractor's responsibilities hereunder shall be provided by a designated staff member who shall work independently and coordinate all efforts to insure that project activities are completed. Designated staff's name and title shall be forwarded to TCPP within thirty (30) calendar days of the Agreement.

5. COMPUTER SYSTEMS REQUIREMENTS, E-MAIL CAPABILITY AND INTERNET ACCESS: Contractor shall maintain adequate hardware, software, e-mail, and internet systems required by TCPP in order to electronically receive, process, and/or provide information to TCPP, the CDPH, and other tobacco control advocates. Contractor staff shall establish, utilize and maintain agency internet and email address. Contractor shall

maintain, at a minimum, the following: a Pentium IV with 1 gigabyte memory and a Microsoft Windows XP Professional Service Pack 2003 operating system, Adobe Reader software, Microsoft Word software, Agency –provided e-mail service that offers at least 10MB storage space and Agency-provided Internet Access. TCPP reserves the right to request Contractor computer system updates as needed.

6. SERVICES: Contractor shall provide County and participating agencies with services outlined and described below:

A. Scope of Work: In a satisfactory and proper manner as determined by County, Contractor shall perform functions and services to achieve the objectives specified in the Attachment I, attached hereto and incorporated herein by reference.

B. Materials Development: Contractors providing tobacco control and prevention activities shall adhere to the TOBACCO INFORMATION SERVICES AND EDUCATION MATERIALS Paragraph of this Agreement. Contractor shall adhere to educational materials standards in accordance with Exhibit B, Educational Materials Standards, attached hereto and incorporated herein by reference, and the following procedures when developing materials for tobacco education where applicable.

1) Basic Principles:

- a. Language used in written information materials, (e.g., decision maker kits, fact sheets, questionnaires, data reports, press releases, media advisories, media kits, PowerPoint presentations, pamphlets, brochures, etc.), audiovisual materials (e.g., DVDs, CDs, PSAs), and pictorials (e.g., posters, bus ads,

billboards and similar educational materials) should use terms or descriptions necessary for the target audience to understand the messages.

- b. Such terms or descriptions should be target specific, culturally relevant, language appropriate, and the appropriate length and educational level for the intended population.

2) Materials Review:

- a. Within sixty (60) calendar days prior to the intended use date, the Contractor shall submit for assessment and written approval electronic and/or hard copies of written information materials, pictorials, and audiovisuals proposed to be used in the implementation of the Agreement. TCPP will ensure that all State requirements are met including clearance by the State Tobacco Education Clearinghouse of California to ensure non-duplication and coordination to tobacco education materials development Statewide.
- b. Translation of written information materials, pictorials, and audiovisuals into another language, including those previously approved by TCPP, shall be submitted for assessment and approval within sixty (60) calendar days prior to the intended use date.

3) Program Consultant Review: TCPP will review approved educational curricula, that have been modified, flyers, and proposed educational group session activities to be used under the project plan, guided by the basic principles in Section 2.b under Materials Development.

C. Incentive Policy Statement and Tracking Procedures: Contractors providing tobacco control and prevention activities may utilize funds for incentive programs to youth involved in tobacco control and prevention activities, provided cash is not used as an incentive and the value of the incentive is limited to Fifty dollars (\$50) worth of merchandise per person over a twelve (12) month period. Contractor shall adhere to the guidelines on use of incentives in accordance with Exhibit C, Guidelines on Use of Incentives, attached hereto and incorporated herein by reference. Awards exceeding this amount may be provided from donations solicited from within the community. Contractor will adhere to the incentive award policy in accordance with the following guidelines:

- 1) All funds expended for incentives must be tied directly to tobacco control and prevention activities involving youth.
- 2) Contractor is responsible for maintaining a properly documented incentive tracking log for all incentive award recipients and shall document this information in accordance with Exhibit C, attached hereto and incorporated herein by reference.
- 3) The incentive tracking log shall be submitted to TCPP no later than five (5) working days after the end of each calendar month, along with an original invoice, a progress report, a calendar indicating the following month's activities, and all evaluation forms and required documentation for all activities performed.

D. Consultant and Contractual Agreements: Contractor shall adhere to the SUBCONTRACTING Paragraph of this Agreement for all subcontractors entered into for the provision of services, including contracts with consultants. The proposed

subcontract instrument must include, but not be limited to, the name of the organization, period of performance, description of activities, evaluation mechanism and an itemized budget. Subcontracts must be submitted to TCPP within thirty (30) calendar days of the effective date of subcontract.

7. MINIMUM STANDARDS: In addition to the standards set forth in the DESCRIPTION and SERVICES Paragraphs of this Agreement, Contractor's services shall meet the following minimum standards to the satisfaction of County.

A. Target Jurisdiction/s and or Population: The Contractor shall provide services to the approved target jurisdiction/s and or population and service areas as outlined in the Attachment(s), attached hereto.

B. Subject Matter/Planning: Subject matter/planning shall include, but not be limited to, the following:

1) Objectives for Contractor's services shall include evaluation methods.

a. Program evaluation shall be built into tobacco control and prevention activities and, at a minimum, should assess how well the approved target jurisdiction/s and or populations were reached.

b. Contractor shall utilize mandatory evaluation forms and their corresponding protocols as required by the County.

2) All services are to be culturally and linguistically appropriate for the target jurisdiction/s and or populations.

8. CONTRACTOR'S WARRANTIES: Contractor represents, warrants, and agrees:

- A. That Contractor is in good financial standing and will remain so until the subject materials or services are completed and delivered; that Contractor can carry the cost of the program for at least ninety (90) days at any point during the term (s); and that Contractor has the power and authority to execute this Agreement.
- B. That the subject materials shall not violate or infringe any copyright (whether literary, dramatic, musical, or otherwise), patent, trademark, trade name or contract, property or personal right, or right of privacy or other right of any person, or constitute an act of unfair competition, or a libel or slander of any person.
- C. That there are and will be no claims, liens, encumbrances or right in or to the subject materials or any part thereof which can or will impair County's rights thereunder.
- D. That Contractor has not granted or assigned, and will not grant or assign to any person or entity other than County, any right, title, or interest in or to the subject materials.
- E. That Contractor will obtain written approval from TCPP for attending or presenting at any training or conferences, at least thirty (30) days prior to any training or conference dates. Contractor's request to attend any training or conferences must include, at a minimum, the name of the training or conference, location (travel limited to the State of California) where the training or conference will be held, and how such training or conference relates to services provided under this Agreement. Furthermore, that Contractor will not receive any reimbursement from County for any training or conference attended for which prior written approval from TCPP was not obtained.

F. That Contractor shall complete the performance of services required under this Agreement within the terms of this Agreement.

9. REIMBURSEMENT: Subject to the provisions of the BILLING AND PAYMENT Paragraph of this Agreement, County shall compensate Contractor by provisional payments for performing services hereunder in the following manner:

- A. Contractor shall submit bills (i.e., invoices) to County monthly as described in the Payment Paragraph of the body of this Agreement.
- B. Contractor shall forward billings along with evaluation forms and other required documents as described in the REPORTING Paragraph of Exhibit A of this Agreement to the TCPP office.
- C. Within a reasonable period of time following receipt of complete and correct monthly billings and reports, County shall make payment to Contractor in accordance with payment provisions set out in the BILLING AND PAYMENT Paragraph of this Agreement. Payment will be made on billing claims, in writing, filed with and approved by the Director, or designated personnel, provided that Contractor is not in default under any provision of this Agreement. If Contractor should perform any work which is outside the scope of this Agreement, such work shall be deemed to be gratuitous and Contractor shall have no claim against County.
- D. If the event that County is required, due to an audit of Contractor's bills or otherwise, to reimburse funds for these services to the State or has its payment

reduced, Contractor agrees to reimburse County or to allow County to reduce payments to Contractor accordingly.

10. REPORTING: Contractor shall submit to TCPP no later than 12:00 P.M. (Noon) on the fifth (5th) working day after the end of each calendar month, an original invoice, a progress report, a calendar indicating the following month's activities and all evaluation forms and required documentation for all activities performed.

EDUCATIONAL MATERIALS STANDARDS

1. All tobacco control and prevention educational materials to be developed by a Contractor or subcontractor shall be reviewed by the Department of Public Health (DPH) Tobacco Control and Prevention Program office (TCPP), the Department of Community Relations, the Tobacco Control Program ethnic coalition when applicable, the Tobacco Education Clearinghouse of California (TECC), and when applicable, the appropriate statewide priority population network.
2. All tobacco control and prevention educational materials must state the following:
THIS MATERIAL WAS MADE POSSIBLE BY FUNDS FROM THE
PROPOSITION 99 TOBACCO TAX INITIATIVE FROM THE LOS ANGELES
COUNTY DEPARTMENT OF PUBLIC HEALTH.
3. Staff, including consultants or subcontractor, must have training and experience in educational material and media development.
4. No medium shall feature the image or voice of any elected public official or candidate for public office, or directly represent the views of any elected public official or candidate for public office.
5. Message must address themes which research has shown to be effective in discouraging tobacco use among the target population.
6. Only newly developed materials, tobacco products or materials associated with tobacco use (i.e., matches or cigarette papers), may be shown or used for the purpose of communicating an educational message.
7. Materials may model smoking or chewing behavior only for the purpose of communicating an educational message.
8. No religious symbols or scripture may be used.
9. Materials must be scientifically and technically accurate and must not contain offensive or misleading messages.
10. Materials must not personally attack, put down, or blame tobacco users, e.g., messages shall not focus on smokers or losers or loners.
11. Materials must have a planned use, and be actively used and distributed.

12. Materials must relate to target groups in terms of language, culture, and education.
13. Materials must incorporate principles of good publication design.
14. Materials must be pretested prior to their use for accuracy, appropriateness, and effectiveness.
15. Materials must be reviewed and evaluated on an ongoing basis.
16. Materials must be coordinated with statewide efforts and the efforts of other local lead agencies to avoid duplication, maximize resources, and foster the development of a better product through collaboration. The Tobacco Control and Prevention Program will work closely with the TECC to ensure this standard is achieved.
17. The plan for the development of each piece of educational material is as follows:
 - a. Utilizing database searches or other means, documentation indicating the lack of educational material for the targeted population, and the answer to the question, "Why must this material be developed?"
 - b. A description of the target population, including the age range, sex, ethnicity, language, values, economic level, geographic setting (urban or rural, educational level, and any physical limitations that might affect reading, viewing, or learning.
 - c. A stated goal and the major message to be conveyed.
 - d. A description of the medium, e.g. video, pamphlet, or poster.
 - e. A description of the settings in which the educational material will be used, e.g. schools, clinics, worksites, or street outreach.
 - f. A description of how the educational material will be distributed.
 - g. Identification of who will use the material in the delivery of the educational programs, e.g., health educator, physician, or volunteer.
 - h. A cost estimate of achieving the camera ready stage and total printing or production costs.

**GUIDELINES ON USE OF INCENTIVES
TOBACCO CONTROL AND PREVENTION SERVICES AGREEMENT**

Incentive programs are systematic ways of motivating tobacco users to quit and to stay off of tobacco through awarding a variety of prizes. The Tobacco Control and Prevention Program recognizes many forms of incentive items including: consumer products, memberships, award of services or other non-monetary prizes.

The following guidelines will be adhered to in the awarding of incentives: A) no cash incentives will be used as rewards; B) the cash value of any one incentive must not exceed Fifty Dollars (\$50.00); C) incentives are limited to a maximum award of Fifty Dollars (\$50.00) (cash value) per person per twelve (12) month period; D) incentives are awarded only for activities directly associated with tobacco control and prevention community-based interventions; and E) incentives will be awarded on a project-by-project basis. The Tobacco Control and Prevention Program has issued the following guidelines to ensure that incentives are properly awarded:

- 1) Rules, regulations and qualifications must be clearly defined before the activity begins.
- 2) Qualified participants are required to complete a form which lists their name, date of birth, and social security or state identification number. This information will then be entered into a database for documentation and verification of ward status (i.e., has not previously received incentives totaling Fifty Dollars [\$50.00] in the last twelve [12] months).
- 3) To ensure no favoritism is given in awarding incentives, winners may not be related to the persons or person sponsoring the activity. Under unusual circumstances, a second/unbiased party may be asked to verify winners and/or judge the entire contest.
- 4) Sponsors will verify eligibility of participants prior to announcing any award. Ineligible participants will be automatically disqualified and omitted.
- 5) Award winners will be required to show proof of their identification and sign a waiver indicating their ineligibility to receive another TCPP reward/prize for 12 consecutive months from the date the first award was presented.
- 6) In cases where there are more eligible persons/award winners than available incentive/prizes, eligible persons will be given a voucher for claiming their award and guaranteed deliverance of their award within a three-week (i.e., twenty-one [21] calendar day) period. Contest sponsors will be responsible for acquiring an equivalent award and notifying the recipients of the availability of their prize.

Incentives will be used on a limited basis, primarily in conjunction with youth. Incentives will include items such as supermarket or music store gift certificates, sports/water bottles, coffee mugs, etc. Both community based organization tobacco projects and Department of Public Health Tobacco Control and Prevention Program activities will implement incentive programs.

Incentives will be used to reward youth who participate in tobacco control and prevention activities (e.g., youth purchase surveys, cigarette butt clean-ups, etc.).

Promotional Items

Non-competitive/ give-away items will be used to attract and/or encourage participation in tobacco control and prevention services. These items represent nominal cash value (cash value equal to or less than One Dollar [\$1.00]) and include key chains, pens, pencils, buttons, and other low cost items. The purpose of promotional items is to increase awareness and promote participation in county tobacco control and prevention services. In addition, the items will reinforce nonsmoking as a social norm by countering the innumerable amount of tobacco product promotional items widely distributed in the county (e.g., matches, lighters, key chains, baseball caps, t-shirts, etc).

Recognition Awards

Certificates and/or plaques will be given to acknowledge adherence to tobacco-related ordinances (e.g., not selling tobacco to minors) and acknowledge exemplary participation in promoting a smoke-free county.

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH - TOBACCO CONTROL AND PREVENTION PROGRAM

SCOPE OF WORK

July 1, 2010 through June 30, 2011

AGENCY NAME: Multi-Unit Housing

GOAL: Reduce exposure to secondhand smoke in indoor and outdoor areas in jurisdictions throughout the County of Los Angeles.

MEASURABLE OBJECTIVES	IMPLEMENTATION	TIME LINE	EVALUATION
TOBACCO OUTREACH #1 1. Conduct 720 one-on-one recruitment with key community members and local stakeholders to gain support for program objectives. Implement public opinion surveys and key informant interviews in targeted areas. Attend meetings, trainings and conferences necessary to support program goals. Meet with TCPP staff for technical assistance. Prepare and place print related materials to increase awareness and provide information about the program goals.	1.1 Complete Midwest Academy Strategy Chart to develop tactics for conducting campaigns.	Weeks 1-4	Approval letter and approved Midwest Academy Strategy Chart will be kept on file.
	1.2 Identify potential locations for outreach, including housing complexes, parks, health fairs, and other outdoor areas.	Weeks 1-4 and ongoing	List will be kept on file.
	1.3 Attend meetings, trainings, and conferences necessary to support program goals.	Weeks 1-4 and ongoing	Submit appropriate evaluation forms and support documentation to DPH by noon on the fifth working day of each month.
	1.4 Develop a presentation outline, agenda, and petition form for outreach to be conducted in the community.	Weeks 1-4	Approval letter and approved outline and agenda will be kept on file.
	1.4a Prior to conducting activities, submit presentation outline agenda, and petition form to DPH for review and approval.	Weeks 1-4	
	1.5 Identify outreach/educational materials and campaign promotional items for distribution to the community.	Weeks 1-4 and ongoing	Approval letters and samples of approved materials will be kept on file.
	1.5a Prior to distribution of outreach/educational materials and campaign promotional items submit samples to DPH for review and approval.	Weeks 1-4 and ongoing	
	1.6 Prepare a list of tobacco cessation programs and hotline numbers for distribution during community outreach.	Weeks 1-4	List will be kept on file.
	1.7 Establish and maintain contact list of individuals and organizations that are potential collaborators on tobacco control issues and policies.	Weeks 5-52	List will be kept on file.
	1.8 Prepare monthly planning calendars, including locations, dates and times of activities.	Monthly	Monthly planning calendar of projected activities will be submitted to DPH by noon on the fifth working day of each month.
	1.9 Conduct outreach and complete appropriate evaluation forms and support documentation.	Weeks 5-52	Submit appropriate evaluation forms and support documentation to DPH by noon on the fifth working day of each

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH - TOBACCO CONTROL AND PREVENTION PROGRAM

SCOPE OF WORK

July 1, 2010 through June 30, 2011

AGENCY NAME: Multi-Unit Housing

GOAL: Reduce exposure to secondhand smoke in indoor and outdoor areas in jurisdictions throughout the County of Los Angeles.

			month.
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MEASURABLE OBJECTIVES	IMPLEMENTATION	TIME LINE	EVALUATION
TOBACCO OUTREACH #2 2. Participate in 8 teleconferences that support and enhance work related to policy goals.	2.1 Complete Midwest Academy Strategy Chart to develop tactics for conducting campaigns. 2.2 Participate from contractor site in teleconferences that support and enhance work related to policy goals.	Weeks 1-4 Weeks 1-4 and ongoing	Approval letter and approved Midwest Academy Strategy Chart will be kept on file. Submit appropriate evaluation forms and support documentation to DPH by noon on the fifth working day of each month.

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH - TOBACCO CONTROL AND PREVENTION PROGRAM

SCOPE OF WORK

July 1, 2010 through June 30, 2011

AGENCY NAME: Multi-Unit Housing

GOAL: Reduce exposure to secondhand smoke in indoor and outdoor areas in jurisdictions throughout the County of Los Angeles.

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LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH - TOBACCO CONTROL AND PREVENTION PROGRAM

SCOPE OF WORK

July 1, 2010 through June 30, 2011

AGENCY NAME: Multi-Unit Housing

GOAL: Reduce exposure to secondhand smoke in indoor and outdoor areas in jurisdictions throughout the County of Los Angeles.

MEASURABLE OBJECTIVES	IMPLEMENTATION	TIME LINE	EVALUATION
TOBACCO OUTREACH #3 3. Participate, organize and facilitate 23 small group events to increase awareness and gain support for the policy campaign (29-75 participants). Events include cigarette butt clean ups, health fairs, and cultural events. Develop and place ads in local news papers and other local periodicals to gain support and provide information regarding the adoption and implementation of the policy (weekday rate).	3.1 Complete Midwest Academy Strategy Chart to develop tactics for conducting campaigns.	Weeks 1-4	Approval letter and approved Midwest Academy Strategy Chart will be kept on file.
	3.2 Identify agencies, organizations and individuals that are potential collaborators on tobacco control issues and policies.	Weeks 1-4 and ongoing	List will be kept on file.
	3.3 Identify or organize events for the purpose of conducting tobacco control outreach and education activities.	Weeks 1-4 and ongoing	List will be kept on file.
	3.4 Develop a presentation outline and agenda for small events.	Weeks 1-4	Approval letter and approved outline and agenda will be kept on file.
	3.4a Prior to conducting activities, submit presentation outline and agenda to DPH for review and approval.	Weeks 1-4	
	3.5 As appropriate, develop flyers, bulletins, and announcements promoting events.	Weeks 1-4 and ongoing	
	3.5a Prior to distribution, submit flyers, bulletins and announcements to DPH for review and approval.	Weeks 1-4 and ongoing	Approval letters and approved flyers, bulletins and announcements will be kept on file.
	3.6 Identify outreach and educational materials for distribution to the community.	Weeks 1-4 and ongoing	Approval letters and samples of approved outreach and educational materials will be kept on file.
	3.6a Prior to distribution of outreach and educational materials, submit samples to DPH for review and approval.	Weeks 1-4 and ongoing	
	3.7 Prepare list of tobacco cessation programs and hotline numbers for distribution during events.	Weeks 1-4	List will be kept on file.
	3.8 Prepare monthly planning calendars, including locations, dates and times of events.	Weeks 1 - 4	Monthly planning calendar of projected activities will be submitted to DPH by noon on the fifth working day of each month.

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH - TOBACCO CONTROL AND PREVENTION PROGRAM

SCOPE OF WORK

July 1, 2010 through June 30, 2011

AGENCY NAME: Multi-Unit Housing

GOAL: Reduce exposure to secondhand smoke in indoor and outdoor areas in jurisdictions throughout the County of Los Angeles.

	3.9 Conduct small events and complete appropriate evaluation forms and support documentation.	Weeks 5-52	Submit appropriate evaluation forms and support documentation to DPH by noon on the fifth working day of each month.
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MEASURABLE OBJECTIVES	IMPLEMENTATION	TIME LINE	EVALUATION
TOBACCO OUTREACH #4 4. 9 Large events (76 or more participants) to advocate for tobacco control issues and services. Coordinate and implement press conferences to raise awareness and educate the community about program goals. Develop and place ads in local news papers and other local periodicals to gain support and provide information regarding the adoption and implementation of the policy (weekend rate).	4.1 Complete Midwest Academy Strategy Chart to develop tactics for conducting campaigns.	Weeks 1-4	Approval letter and approved Midwest Academy Strategy Chart will be kept on file.
	4.2 Identify agencies, organizations and individuals that are potential collaborators on tobacco control issues and policies.	Weeks 1-4 and ongoing	List will be kept on file.
	4.3 Identify or organize events for the purpose of conducting tobacco control outreach and education activities.	Weeks 1-4 and ongoing	List will be kept on file.
	4.4 Develop a presentation outline and agenda for large events.	Weeks 1-4	
	4.4a Prior to conducting activities, submit presentation outline and agenda to DPH for review and approval.	Weeks 1-4 and ongoing	Approval letter and approved outline and agenda will be kept on file.
	4.5 As appropriate, develop flyers, bulletins, and announcements promoting events.	Weeks 1-4 and ongoing	
	4.5a Prior to distribution, submit flyers, bulletins and announcements to DPH for review and approval.	Weeks 1-4 and ongoing	Approval letters and approved flyers, bulletins and announcements will be kept on file.
	4.6 Identify outreach/ educational materials and campaign promotional items for distribution to the community.	Weeks 1-4 and ongoing	
	4.6a Prior to distribution of outreach and educational materials, submit samples to DPH for review approval.	Weeks 1-4	Approval letters of approved outreach/educational materials and campaign promotional items samples will be kept on file.
	4.7 Prepare list of tobacco cessation programs and hotline numbers for distribution during events.	Weeks 1-4	List will be kept on file.
	4.8 Prepare monthly planning calendars, including locations, dates	Monthly	Monthly planning calendar of

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH - TOBACCO CONTROL AND PREVENTION PROGRAM

SCOPE OF WORK

July 1, 2010 through June 30, 2011

AGENCY NAME: Multi-Unit Housing

GOAL: Reduce exposure to secondhand smoke in indoor and outdoor areas in jurisdictions throughout the County of Los Angeles.

	and times of events.		projected activities will be submitted to DPH by noon on the fifth working day of each month.
	4.9 Conduct large events and complete appropriate evaluation forms and support documentation.	Weeks 5-52	Submit appropriate evaluation forms and support documentation to DPH by noon the fifth working day of each month.

MEASURABLE OBJECTIVES	IMPLEMENTATION	TIME LINE	EVALUATION
TOBACCO OUTREACH #5			
5. 75 Small group meetings (10-30 participants) in boys & girls clubs, community centers, housing projects, parks & recreation centers, faith based organizations, or other local venues to obtain local support and endorsements, increase mobilization in the communities, or refer participants to appropriate services. Facilitate monthly local coalition meetings to support campaign activities. Organize and facilitate individual or small group meetings with key decision-makers to provide education and information regarding program goals. Speak at press events and public hearings.	5.1 Complete Midwest Academy Strategy Chart to develop tactics for conducting campaigns.	Weeks 1-4	Approval letter and approved Midwest Academy Strategy Chart will be kept on file.
	5.2 Develop a presentation outline and agenda about tobacco control topics and issues.	Week 1-4	
	5.2a Prior to conducting activities, submit presentation outline and agenda to DPH for review and approval.	Weeks 1-4	Approval letter and approved outline and agenda will be kept on file.
	5.3 Contact community-based agencies and organizations to schedule presentations on tobacco control topics and issues.	Weeks 1-4 and ongoing	List will be kept on file.
	5.4 Identify and/or develop educational materials to be used during presentations.	Weeks 1-4 and ongoing	
	5.4a Prior to distribution of educational materials, submit samples to DPH for review and approval.	Weeks 1-4 and ongoing	Approval letters and samples of approved educational materials will be kept on file.
	5.5 Prepare list of tobacco cessation programs and hotline numbers for distribution during small group meetings.	Weeks 1-4	List will be kept on file.
	5.6 Prepare monthly planning calendars, including locations, dates and times of presentations.	Monthly	Monthly planning calendar of projected activities will be submitted to DPH by noon on the fifth working day of each month.

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH - TOBACCO CONTROL AND PREVENTION PROGRAM

SCOPE OF WORK

July 1, 2010 through June 30, 2011

AGENCY NAME: Multi-Unit Housing

GOAL: Reduce exposure to secondhand smoke in indoor and outdoor areas in jurisdictions throughout the County of Los Angeles.

	5.7 Make presentations at small group meetings and complete appropriate evaluation forms and support documentation.	Weeks 5-52	Submit appropriate evaluation forms and support documentation to DPH by noon on the fifth working day of each month.
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MEASURABLE OBJECTIVES	IMPLEMENTATION	TIME LINE	EVALUATION
TOBACCO OUTREACH #6			
6. 14 Large group meetings (more than 30 participants) in faith based organizations, community centers, housing projects, or other local venues to increase awareness, gain support, secure endorsements for the program goals or to refer participants to appropriate services. Conduct program related presentations at trainings and conferences. Coordinate and organize community presentations at public hearings.	6.1 Complete Midwest Academy Strategy Chart to develop tactics for conducting campaigns.	Weeks 1-4	Approval letter and approved Midwest Academy Strategy Chart will be kept on file.
	6.2 Develop a presentations outline and agenda about tobacco control topics and issues.	Weeks 1-4	
	6.2a Prior to conducting activities, submit presentation outline and agenda to DPH for review and approval.	Weeks 1-4	Approval letter and approved outline and agenda will be kept on file.
	6.3 Contact community-based agencies and organizations to schedule presentations on tobacco control topics and issues.	Weeks 1-4 and ongoing	List will be kept on file.
	6.4 Identify and/or develop educational materials to be used during presentations.	Weeks 1-4	Approval letter and approved outline will be kept on file.
	6.4a Prior to distribution of educational materials, submit samples to DPH for review and approval.	Weeks 1-4	Approval letters and samples of approved educational materials will be kept on file.
	6.5 Prepare list of tobacco cessation programs and hotline numbers for distribution during large group meetings.	Weeks 1-4	List will be kept on file.

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH - TOBACCO CONTROL AND PREVENTION PROGRAM

SCOPE OF WORK

July 1, 2010 through June 30, 2011

AGENCY NAME: Multi-Unit Housing

GOAL: Reduce exposure to secondhand smoke in indoor and outdoor areas in jurisdictions throughout the County of Los Angeles.

	6.6 Prepare monthly planning calendars, including location sites, dates, and times of presentations.	Monthly	Monthly planning calendar of projected activities will be submitted to DPH by noon on the fifth working day of each month.
	6.7 Make presentations at large group meetings and complete appropriate evaluation forms and support documentation.	Weeks 5-52	Submit appropriate evaluation forms and support documentation to DPH by noon on the fifth working day of each month.

MEASURABLE OBJECTIVES	IMPLEMENTATION	TIME LINE	EVALUATION
TOBACCO PREVENTION #1			
7. Conduct 3 group training of volunteer peer outreach workers and/or agency staff (minimum of 10 participants, minimum length of training: 3 hours). Participate in strategy chart training and recruitment training (minimum of 2 participants).	7.1 Complete Midwest Academy Strategy Chart to develop tactics for conducting campaigns.	Weeks 1-4	Approval letter and approved Midwest Academy Strategy Chart will be kept on file.
	7.2 Develop a presentation outline, curriculum, agenda and pretest/posttest for training.	Weeks 1-4	
	7.2a Prior to conducting training, submit outline, curriculum, agenda, and pretest/posttest to DPH for review and approval.	Weeks 1-4	Approval letter and approved outline, curriculum, agenda, and pretest/posttest will be kept on file.
	7.3 Identify and recruit youth to be trained.	Weeks 1-12	List will be kept on file.
	7.4 Identify and/or develop educational materials to be used during training.	Weeks 1-4	Approval letters and samples of approved educational materials will be kept on file.
	7.4a Prior to training, submit samples of educational materials to DPH for review and approval.	Weeks 1-4 and ongoing	

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH - TOBACCO CONTROL AND PREVENTION PROGRAM

SCOPE OF WORK

July 1, 2010 through June 30, 2011

AGENCY NAME: Multi-Unit Housing

GOAL: Reduce exposure to secondhand smoke in indoor and outdoor areas in jurisdictions throughout the County of Los Angeles.

	7.5 Prepare list of tobacco cessation programs and hotline numbers for distribution during training.	Weeks 1-4	List will be kept on file.
	7.6 Prepare monthly planning calendars, including location sites, dates and times of training sessions.	Monthly	Monthly planning calendar of projected activities will be submitted to DPH by noon on the fifth working day of each month.
	7.7 Conduct training sessions and complete appropriate evaluation forms and support documentation.	Weeks 5-52	Submit appropriate evaluation forms and support documentation to DPH by noon on the fifth working day of each month.

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LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH - TOBACCO CONTROL AND PREVENTION PROGRAM

SCOPE OF WORK

July 1, 2010 through June 30, 2011

AGENCY NAME: Outside Air

GOAL: Reduce exposure to secondhand smoke in indoor and outdoor areas in jurisdictions throughout the County of Los Angeles.

MEASURABLE OBJECTIVES	IMPLEMENTATION	TIME LINE	EVALUATION
TOBACCO OUTREACH #1 1. Conduct 739 one-on-one recruitment with key community members and local stakeholders to gain support for program objectives. Implement public opinion surveys and key informant interviews in targeted areas. Attend meetings, trainings and conferences necessary to support program goals. Meet with TCPP staff for technical assistance. Prepare and place print related materials to increase awareness and provide information about the program goals.	1.1 Complete Midwest Academy Strategy Chart to develop tactics for conducting campaigns.	Weeks 1-4	Approval letter and approved Midwest Academy Strategy Chart will be kept on file.
	1.2 Identify potential locations for outreach, including housing complexes, parks, health fairs, and other outdoor areas.	Weeks 1-4 and ongoing	List will be kept on file.
	1.3 Attend meetings, trainings, and conferences necessary to support program goals.	Weeks 1-4 and ongoing	Submit appropriate evaluation forms and support documentation to DPH by noon on the fifth working day of each month.
	1.4 Develop a presentation outline, agenda, and petition form for outreach to be conducted in the community.	Weeks 1-4	Approval letter and approved outline and agenda will be kept on file.
	1.4a Prior to conducting activities, submit presentation outline agenda, and petition form to DPH for review and approval.	Weeks 1-4	
	1.5 Identify outreach/educational materials and campaign promotional items for distribution to the community.	Weeks 1-4 and ongoing	
	1.5a Prior to distribution of outreach/educational materials and	Weeks 1-4 and	Approval letters and samples of

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH - TOBACCO CONTROL AND PREVENTION PROGRAM

SCOPE OF WORK

July 1, 2010 through June 30, 2011

AGENCY NAME: Outside Air

GOAL: Reduce exposure to secondhand smoke in indoor and outdoor areas in jurisdictions throughout the County of Los Angeles.

	campaign promotional items submit samples to DPH for review and approval.	ongoing	approved materials will be kept on file.
1.6	Prepare a list of tobacco cessation programs and hotline numbers for distribution during community outreach.	Weeks 1-4	List will be kept on file.
1.7	Establish and maintain contact list of individuals and organizations that are potential collaborators on tobacco control issues and policies.	Weeks 5-52	List will be kept on file.
1.8	Prepare monthly planning calendars, including locations, dates and times of activities.	Monthly	Monthly planning calendar of projected activities will be submitted to DPH by noon on the fifth working day of each month.
1.9	Conduct outreach and complete appropriate evaluation forms and support documentation.	Weeks 5-52	Submit appropriate evaluation forms and support documentation to DPH by noon on the fifth working day of each month.

MEASURABLE OBJECTIVES	IMPLEMENTATION	TIME LINE	EVALUATION

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH - TOBACCO CONTROL AND PREVENTION PROGRAM
SCOPE OF WORK

July 1, 2010 through June 30, 2011

AGENCY NAME: Outside Air

GOAL: Reduce exposure to secondhand smoke in indoor and outdoor areas in jurisdictions throughout the County of Los Angeles.

<p>TOBACCO OUTREACH #2</p> <p>2. Participate in 7 teleconferences that support and enhance work related to policy goals.</p>	<p>2.1 Complete Midwest Academy Strategy Chart to develop tactics for conducting campaigns.</p> <p>2.2 Participate from contractor site in teleconferences that support and enhance work related to policy goals.</p>	<p>Weeks 1-4</p> <p>Weeks 1-4 and ongoing</p>	<p>Approval letter and approved Midwest Academy Strategy Chart will be kept on file.</p> <p>Submit appropriate evaluation forms and support documentation to DPH by noon on the fifth working day of each month.</p>
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LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH - TOBACCO CONTROL AND PREVENTION PROGRAM
SCOPE OF WORK

July 1, 2010 through June 30, 2011

AGENCY NAME: Outside Air

GOAL: Reduce exposure to secondhand smoke in indoor and outdoor areas in jurisdictions throughout the County of Los Angeles.

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LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH - TOBACCO CONTROL AND PREVENTION PROGRAM
SCOPE OF WORK

July 1, 2010 through June 30, 2011

AGENCY NAME: Outside Air

GOAL: Reduce exposure to secondhand smoke in indoor and outdoor areas in jurisdictions throughout the County of Los Angeles.

MEASURABLE OBJECTIVES	IMPLEMENTATION	TIME LINE	EVALUATION
TOBACCO OUTREACH #3 3. Participate, organize and facilitate 23 small group events to increase awareness and gain support for the policy campaign (29-75 participants). Events include cigarette butt clean ups, health fairs, and cultural events. Develop and place ads in local news papers and other local periodicals to gain support and provide information regarding the adoption and implementation of the policy (weekday rate).	3.1 Complete Midwest Academy Strategy Chart to develop tactics for conducting campaigns.	Weeks 1-4	Approval letter and approved Midwest Academy Strategy Chart will be kept on file.
	3.2 Identify agencies, organizations and individuals that are potential collaborators on tobacco control issues and policies.	Weeks 1-4 and ongoing	List will be kept on file.
	3.3 Identify or organize events for the purpose of conducting tobacco control outreach and education activities.	Weeks 1-4 and ongoing	List will be kept on file.
	3.4 Develop a presentation outline and agenda for small events.	Weeks 1-4	
	3.4a Prior to conducting activities, submit presentation outline and agenda to DPH for review and approval.	Weeks 1-4	Approval letter and approved outline and agenda will be kept on file.
	3.5 As appropriate, develop flyers, bulletins, and announcements promoting events.	Weeks 1-4 and ongoing	
	3.5a Prior to distribution, submit flyers, bulletins and announcements to DPH for review and approval.	Weeks 1-4 and ongoing	Approval letters and approved flyers, bulletins and announcements will be

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SCOPE OF WORK

July 1, 2010 through June 30, 2011

AGENCY NAME: Outside Air

GOAL: Reduce exposure to secondhand smoke in indoor and outdoor areas in jurisdictions throughout the County of Los Angeles.

			kept on file.
	3.6 Identify outreach and educational materials for distribution to the community.	Weeks 1-4 and ongoing	
	3.6a Prior to distribution of outreach and educational materials, submit samples to DPH for review and approval.	Weeks 1-4 and ongoing	Approval letters and samples of approved outreach and educational materials will be kept on file.
	3.7 Prepare list of tobacco cessation programs and hotline numbers for distribution during events.	Weeks 1-4	List will be kept on file.
	3.8 Prepare monthly planning calendars, including locations, dates and times of events.	Weeks 1 - 4	Monthly planning calendar of projected activities will be submitted to DPH by noon on the fifth working day of each month.
	3.9 Conduct small events and complete appropriate evaluation forms and support documentation.	Weeks 5-52	Submit appropriate evaluation forms and support documentation to DPH by noon on the fifth working day of each month.

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LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH - TOBACCO CONTROL AND PREVENTION PROGRAM
SCOPE OF WORK

July 1, 2010 through June 30, 2011

AGENCY NAME: Outside Air

GOAL: Reduce exposure to secondhand smoke in indoor and outdoor areas in jurisdictions throughout the County of Los Angeles.

MEASURABLE OBJECTIVES	IMPLEMENTATION	TIME LINE	EVALUATION
TOBACCO OUTREACH #4 4. 9 Large events (76 or more participants) to advocate for tobacco control issues and services. Coordinate and implement press conferences to raise awareness and educate the community about program goals. Develop and place ads in local news papers and other local periodicals to gain support and provide information regarding the adoption and implementation of the policy (weekend rate).	4.1 Complete Midwest Academy Strategy Chart to develop tactics for conducting campaigns.	Weeks 1-4	Approval letter and approved Midwest Academy Strategy Chart will be kept on file.
	4.2 Identify agencies, organizations and individuals that are potential collaborators on tobacco control issues and policies.	Weeks 1-4 and ongoing	List will be kept on file.
	4.3 Identify or organize events for the purpose of conducting tobacco control outreach and education activities.	Weeks 1-4 and ongoing	List will be kept on file.
	4.4 Develop a presentation outline and agenda for large events.	Weeks 1-4	
	4.4a Prior to conducting activities, submit presentation outline and agenda to DPH for review and approval.	Weeks 1-4 and ongoing	Approval letter and approved outline and agenda will be kept on file.
	4.5 As appropriate, develop flyers, bulletins, and announcements promoting events.	Weeks 1-4 and ongoing	
	4.5a Prior to distribution, submit flyers, bulletins and announcements to DPH for review and approval.	Weeks 1-4 and ongoing	Approval letters and approved flyers, bulletins and announcements will be kept on file.
	4.6 Identify outreach/ educational materials and campaign	Weeks 1-4 and	

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH - TOBACCO CONTROL AND PREVENTION PROGRAM

SCOPE OF WORK

July 1, 2010 through June 30, 2011

AGENCY NAME: Outside Air

GOAL: Reduce exposure to secondhand smoke in indoor and outdoor areas in jurisdictions throughout the County of Los Angeles.

	promotional items for distribution to the community.	ongoing	
4.6a	Prior to distribution of outreach and educational materials, submit samples to DPH for review approval.	Weeks 1-4	Approval letters of approved outreach/educational materials and campaign promotional items samples will be kept on file.
4.7	Prepare list of tobacco cessation programs and hotline numbers for distribution during events.	Weeks 1-4	List will be kept on file.
4.8	Prepare monthly planning calendars, including locations, dates and times of events.	Monthly	Monthly planning calendar of projected activities will be submitted to DPH by noon on the fifth working day of each month.
4.9	Conduct large events and complete appropriate evaluation forms and support documentation.	Weeks 5-52	Submit appropriate evaluation forms and support documentation to DPH by noon the fifth working day of each month.

MEASURABLE OBJECTIVES	IMPLEMENTATION	TIME LINE	EVALUATION
TOBACCO OUTREACH #5			

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH - TOBACCO CONTROL AND PREVENTION PROGRAM

SCOPE OF WORK

July 1, 2010 through June 30, 2011

AGENCY NAME: Outside Air

GOAL: Reduce exposure to secondhand smoke in indoor and outdoor areas in jurisdictions throughout the County of Los Angeles.

5. 68 Small group meetings (10-30 participants) in boys & girls clubs, community centers, housing projects, parks & recreation centers, faith based organizations, or other local venues to obtain local support and endorsements, increase mobilization in the communities, or refer participants to appropriate services. Facilitate monthly local coalition meetings to support campaign activities. Organize and facilitate individual or small group meetings with key decision-makers to provide education and information regarding program goals. Speak at press events and public hearings.	5.1 Complete Midwest Academy Strategy Chart to develop tactics for conducting campaigns.	Weeks 1-4	Approval letter and approved Midwest Academy Strategy Chart will be kept on file.
	5.2 Develop a presentation outline and agenda about tobacco control topics and issues.	Week 1-4	
	5.2a Prior to conducting activities, submit presentation outline and agenda to DPH for review and approval.	Weeks 1-4	Approval letter and approved outline and agenda will be kept on file.
	5.3 Contact community-based agencies and organizations to schedule presentations on tobacco control topics and issues.	Weeks 1-4 and ongoing	List will be kept on file.
	5.4 Identify and/or develop educational materials to be used during presentations.	Weeks 1-4 and ongoing	
	5.4a Prior to distribution of educational materials, submit samples to DPH for review and approval.	Weeks 1-4 and ongoing	Approval letters and samples of approved educational materials will be kept on file.
	5.5 Prepare list of tobacco cessation programs and hotline numbers for distribution during small group meetings.	Weeks 1-4	List will be kept on file.

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SCOPE OF WORK

July 1, 2010 through June 30, 2011

AGENCY NAME: Outside Air

GOAL: Reduce exposure to secondhand smoke in indoor and outdoor areas in jurisdictions throughout the County of Los Angeles.

	5.6 Prepare monthly planning calendars, including locations, dates and times of presentations.	Monthly	Monthly planning calendar of projected activities will be submitted to DPH by noon on the fifth working day of each month.
	5.7 Make presentations at small group meetings and complete appropriate evaluation forms and support documentation.	Weeks 5-52	Submit appropriate evaluation forms and support documentation to DPH by noon on the fifth working day of each month.

MEASURABLE OBJECTIVES	IMPLEMENTATION	TIME LINE	EVALUATION
TOBACCO OUTREACH #6			
6. 9 Large group meetings (more than	6.1 Complete Midwest Academy Strategy Chart to develop tactics for	Weeks 1-4	Approval letter and approved Midwest

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH - TOBACCO CONTROL AND PREVENTION PROGRAM
SCOPE OF WORK

July 1, 2010 through June 30, 2011

AGENCY NAME: Outside Air

GOAL: Reduce exposure to secondhand smoke in indoor and outdoor areas in jurisdictions throughout the County of Los Angeles.

30 participants) in faith based organizations, community centers, housing projects, or other local venues to increase awareness, gain support, secure endorsements for the program goals or to refer participants to appropriate services. Conduct program related presentations at trainings and conferences. Coordinate and organize community presentations at public hearings.	conducting campaigns.		Academy Strategy Chart will be kept on file.
	6.2 Develop a presentations outline and agenda about tobacco control topics and issues.	Weeks 1-4	
	6.2a Prior to conducting activities, submit presentation outline and agenda to DPH for review and approval.	Weeks 1-4	Approval letter and approved outline and agenda will be kept on file.
	6.3 Contact community-based agencies and organizations to schedule presentations on tobacco control topics and issues.	Weeks 1-4 and ongoing	List will be kept on file.
	6.4 Identify and/or develop educational materials to be used during presentations.	Weeks 1-4	Approval letter and approved outline will be kept on file.
	6.4a Prior to distribution of educational materials, submit samples to DPH for review and approval.	Weeks 1-4	Approval letters and samples of approved educational materials will be kept on file.
	6.5 Prepare list of tobacco cessation programs and hotline numbers for distribution during large group meetings.	Weeks 1-4	List will be kept on file.
	6.6 Prepare monthly planning calendars, including location sites,	Monthly	Monthly planning calendar of projected

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SCOPE OF WORK

July 1, 2010 through June 30, 2011

AGENCY NAME: Outside Air

GOAL: Reduce exposure to secondhand smoke in indoor and outdoor areas in jurisdictions throughout the County of Los Angeles.

	<p>dates, and times of presentations.</p> <p>6.7 Make presentations at large group meetings and complete appropriate evaluation forms and support documentation.</p>	Weeks 5-52	<p>activities will be submitted to DPH by noon on the fifth working day of each month.</p> <p>Submit appropriate evaluation forms and support documentation to DPH by noon on the fifth working day of each month.</p>
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MEASURABLE OBJECTIVES	IMPLEMENTATION	TIME LINE	EVALUATION
<p>TOBACCO PREVENTION #1</p> <p>7. Conduct 5 group training of volunteer peer outreach workers and/or agency staff (minimum of 10 participants,</p>	<p>7.1 Complete Midwest Academy Strategy Chart to develop tactics for conducting campaigns.</p>	Weeks 1-4	Approval letter and approved Midwest Academy Strategy Chart will be kept on file.

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH - TOBACCO CONTROL AND PREVENTION PROGRAM

SCOPE OF WORK

July 1, 2010 through June 30, 2011

AGENCY NAME: Outside Air

GOAL: Reduce exposure to secondhand smoke in indoor and outdoor areas in jurisdictions throughout the County of Los Angeles.

<p>minimum length of training: 3 hours).</p> <p>Participate in strategy chart training and recruitment training (minimum of 2 participants).</p>	7.2	Develop a presentation outline, curriculum, agenda and pretest/posttest for training.	Weeks 1-4	
	7.2a	Prior to conducting training, submit outline, curriculum, agenda, and pretest/posttest to DPH for review and approval.	Weeks 1-4	Approval letter and approved outline, curriculum, agenda, and pretest/posttest will be kept on file.
	7.3	Identify and recruit youth to be trained.	Weeks 1-12	List will be kept on file.
	7.4	Identify and/or develop educational materials to be used during training.	Weeks 1-4	
	7.4a	Prior to training, submit samples of educational materials to DPH for review and approval.	Weeks 1-4 and ongoing	Approval letters and samples of approved educational materials will be kept on file.
	7.5	Prepare list of tobacco cessation programs and hotline numbers for distribution during training.	Weeks 1-4	List will be kept on file.
	7.6	Prepare monthly planning calendars, including location sites, dates and times of training sessions.	Monthly	Monthly planning calendar of projected activities will be submitted to DPH by noon on the fifth working day of each

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH - TOBACCO CONTROL AND PREVENTION PROGRAM
SCOPE OF WORK

July 1, 2010 through June 30, 2011

AGENCY NAME: Outside Air

GOAL: Reduce exposure to secondhand smoke in indoor and outdoor areas in jurisdictions throughout the County of Los Angeles.

	7.7 Conduct training sessions and complete appropriate evaluation forms and support documentation.	Weeks 5-52	month. Submit appropriate evaluation forms and support documentation to DPH by noon on the fifth working day of each month.
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LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH - TOBACCO CONTROL AND PREVENTION PROGRAM

SCOPE OF WORK

July 1, 2010 through June 30, 2011

AGENCY NAME: Tobacco Retail Licensing

GOAL: Reduce access to tobacco products in jurisdictions throughout the County of Los Angeles.

MEASURABLE OBJECTIVES	IMPLEMENTATION	TIME LINE	EVALUATION
TOBACCO OUTREACH #1 1. Conduct 614 one-on-one recruitment of key community members and local stakeholders to gain support for program objectives. Implement public opinion surveys and key informant interviews in targeted areas. Attend meetings, trainings and conferences necessary to support program goals. Meet with TCPP staff for technical assistance. Prepare and place print related materials to increase awareness and provide information about the program goals.	1.1 Complete Midwest Academy Strategy Chart to develop tactics for conducting campaigns.	Weeks 1-4	Approval letter and approved Midwest Academy Strategy Chart will be kept on file.
	1.2 Identify potential locations for outreach, including housing complexes, parks, health fairs, and other outdoor areas.	Weeks 1-4 and ongoing	List will be kept on file.
	1.3 Attend meetings, trainings, and conferences necessary to support program goals.	Weeks 1-4 and ongoing	Submit appropriate evaluation forms and support documentation to DPH by noon on the fifth working day of each month.
	1.4 Develop a presentation outline, agenda, and petition form for outreach to be conducted in the community.	Weeks 1-4	Approval letter and approved outline and agenda will be kept on file.
	1.4a Prior to conducting activities, submit presentation outline agenda, and petition form to DPH for review and approval.	Weeks 1-4	
	1.5 Identify outreach/educational materials and campaign promotional items for distribution to the community.	Weeks 1-4 and ongoing	
	1.5a Prior to distribution of outreach/educational materials and campaign promotional items submit samples to DPH for review	Weeks 1-4 and ongoing	Approval letters and samples of approved materials will be kept on file.

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH - TOBACCO CONTROL AND PREVENTION PROGRAM

SCOPE OF WORK

July 1, 2010 through June 30, 2011

AGENCY NAME: Tobacco Retail Licensing

GOAL: Reduce access to tobacco products in jurisdictions throughout the County of Los Angeles.

	and approval.		
	1.6 Prepare a list of tobacco cessation programs and hotline numbers for distribution during community outreach.	Weeks 1-4	List will be kept on file.
	1.7 Establish and maintain contact list of individuals and organizations that are potential collaborators on tobacco control issues and policies.	Weeks 5-52	List will be kept on file.
	1.8 Prepare monthly planning calendars, including locations, dates and times of activities.	Monthly	Monthly planning calendar of projected activities will be submitted to DPH by noon on the fifth working day of each month.
	1.9 Conduct outreach and complete appropriate evaluation forms and support documentation.	Weeks 5-52	Submit appropriate evaluation forms and support documentation to DPH by noon on the fifth working day of each month.

MEASURABLE OBJECTIVES	IMPLEMENTATION	TIME LINE	EVALUATION
TOBACCO OUTREACH #2			

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH - TOBACCO CONTROL AND PREVENTION PROGRAM

SCOPE OF WORK

July 1, 2010 through June 30, 2011

AGENCY NAME: Tobacco Retail Licensing

GOAL: Reduce access to tobacco products in jurisdictions throughout the County of Los Angeles.

2. Participate in 6 teleconferences that support and enhance work related to policy goals.	2.1 Complete Midwest Academy Strategy Chart to develop tactics for conducting campaigns.	Weeks 1-4	Approval letter and approved Midwest Academy Strategy Chart will be kept on file.
	2.2 Participate from contractor site in teleconferences that support and enhance work related to policy goals.	Weeks 1-4 and ongoing	Submit appropriate evaluation forms and support documentation to DPH by noon on the fifth working day of each month.

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MEASURABLE OBJECTIVES	IMPLEMENTATION	TIME LINE	EVALUATION
TOBACCO OUTREACH #3 3. Participate, organize and facilitate 8 small group events to increase awareness and gain support for the policy campaign (29-75 participants). Events include cigarette butt clean ups, health fairs, and cultural events. Develop and place ads in local news	3.1 Complete Midwest Academy Strategy Chart to develop tactics for conducting campaigns.	Weeks 1-4	Approval letter and approved Midwest Academy Strategy Chart will be kept on file.
	3.2 Identify agencies, organizations and individuals that are potential collaborators on tobacco control issues and policies.	Weeks 1-4 and ongoing	List will be kept on file.
	3.3 Identify or organize events for the purpose of conducting tobacco control outreach and education activities.	Weeks 1-4 and ongoing	List will be kept on file.

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papers and other local periodicals to gain support and provide information regarding the adoption and implementation of the policy (weekday rate).	3.4	Develop a presentation outline and agenda for small events.	Weeks 1-4	Approval letter and approved outline and agenda will be kept on file.
	3.4a	Prior to conducting activities, submit presentation outline and agenda to DPH for review and approval.	Weeks 1-4	
	3.5	As appropriate, develop flyers, bulletins, and announcements promoting events.	Weeks 1-4 and ongoing	
	3.5a	Prior to distribution, submit flyers, bulletins and announcements to DPH for review and approval.	Weeks 1-4 and ongoing	Approval letters and approved flyers, bulletins and announcements will be kept on file.
	3.6	Identify outreach and educational materials for distribution to the community.	Weeks 1-4 and ongoing	Approval letters and samples of approved outreach and educational materials will be kept on file.
	3.6a	Prior to distribution of outreach and educational materials, submit samples to DPH for review and approval.	Weeks 1-4 and ongoing	
	3.7	Prepare list of tobacco cessation programs and hotline numbers for distribution during events.	Weeks 1-4	
	3.8	Prepare monthly planning calendars, including locations, dates	Weeks 1 - 4	Monthly planning calendar of projected

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	and times of events.		activities will be submitted to DPH by noon on the fifth working day of each month.
	3.9 Conduct small events and complete appropriate evaluation forms and support documentation.	Weeks 5-52	Submit appropriate evaluation forms and support documentation to DPH by noon on the fifth working day of each month.

MEASURABLE OBJECTIVES	IMPLEMENTATION	TIME LINE	EVALUATION
TOBACCO OUTREACH #4			
4. 6 Large events (76 or more participants) to advocate for tobacco control issues and services. Coordinate and implement press conferences to raise awareness and educate the community about program goals. Develop and place ads in local news papers and other local periodicals to gain support and provide information regarding the adoption and implementation of the policy (weekend	4.1 Complete Midwest Academy Strategy Chart to develop tactics for conducting campaigns.	Weeks 1-4	Approval letter and approved Midwest Academy Strategy Chart will be kept on file.
	4.2 Identify agencies, organizations and individuals that are potential collaborators on tobacco control issues and policies.	Weeks 1-4 and ongoing	List will be kept on file.
	4.3 Identify or organize events for the purpose of conducting tobacco control outreach and education activities.	Weeks 1-4 and ongoing	List will be kept on file.
	4.4 Develop a presentation outline and agenda for large events.	Weeks 1-4	
	4.4a Prior to conducting activities, submit presentation outline and	Weeks 1-4 and	Approval letter and approved outline

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rate).	agenda to DPH for review and approval.		and agenda will be kept on file.
	4.5 As appropriate, develop flyers, bulletins, and announcements promoting events.	Weeks 1-4 and ongoing	
	4.5a Prior to distribution, submit flyers, bulletins and announcements to DPH for review and approval.	Weeks 1-4 and ongoing	Approval letters and approved flyers, bulletins and announcements will be kept on file.
	4.6 Identify outreach/ educational materials and campaign promotional items for distribution to the community.	Weeks 1-4 and ongoing	
	4.6a Prior to distribution of outreach and educational materials, submit samples to DPH for review approval.	Weeks 1-4	Approval letters of approved outreach/educational materials and campaign promotional items samples will be kept on file.
	4.7 Prepare list of tobacco cessation programs and hotline numbers for distribution during events.	Weeks 1-4	List will be kept on file.
	4.8 Prepare monthly planning calendars, including locations, dates and times of events.	Monthly	Monthly planning calendar of projected activities will be submitted to DPH by noon on the fifth working day of each month.

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	4.9 Conduct large events and complete appropriate evaluation forms and support documentation.	Weeks 5-52	Submit appropriate evaluation forms and support documentation to DPH by noon the fifth working day of each month.
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MEASURABLE OBJECTIVES	IMPLEMENTATION	TIME LINE	EVALUATION
TOBACCO OUTREACH #5			
5. 76 Small group meetings (10-30 participants) in boys & girls clubs, community centers, parks & recreation centers, faith based organizations, or other local venues to obtain local support and endorsements, increase mobilization in the communities, or refer participants to appropriate services. Facilitate monthly local coalition meetings to support campaign activities. Organize and facilitate individual or small group meetings with key decision-makers to provide education and information regarding	5.1 Complete Midwest Academy Strategy Chart to develop tactics for conducting campaigns.	Weeks 1-4	Approval letter and approved Midwest Academy Strategy Chart will be kept on file.
	5.2 Develop a presentation outline and agenda about tobacco control topics and issues.	Week 1-4	
	5.2a Prior to conducting activities, submit presentation outline and agenda to DPH for review and approval.	Weeks 1-4	Approval letter and approved outline and agenda will be kept on file.
	5.3 Contact community-based agencies and organizations to schedule presentations on tobacco control topics and issues.	Weeks 1-4 and ongoing	List will be kept on file.
	5.4 Identify and/or develop educational materials to be used during	Weeks 1-4 and	

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program goals. Speak at press events and public hearings.	presentations.	ongoing	
	5.4a Prior to distribution of educational materials, submit samples to DPH for review and approval.	Weeks 1-4 and ongoing	Approval letters and samples of approved educational materials will be kept on file.
	5.5 Prepare list of tobacco cessation programs and hotline numbers for distribution during small group meetings.	Weeks 1-4	List will be kept on file.
	5.6 Prepare monthly planning calendars, including locations, dates and times of presentations.	Monthly	Monthly planning calendar of projected activities will be submitted to DPH by noon on the fifth working day of each month.
	5.7 Make presentations at small group meetings and complete appropriate evaluation forms and support documentation.	Weeks 5-52	Submit appropriate evaluation forms and support documentation to DPH by noon on the fifth working day of each month.

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MEASURABLE OBJECTIVES	IMPLEMENTATION	TIME LINE	EVALUATION
TOBACCO OUTREACH #6 6. 14 Large group meetings (more than 30 participants) in faith based organizations, community centers, or other local venues to increase awareness, gain support, and secure endorsements for the program goals or to refer participants to appropriate services. Conduct program related presentations at trainings and conferences. Coordinate and organize community presentations at public hearings.	6.1 Complete Midwest Academy Strategy Chart to develop tactics for conducting campaigns.	Weeks 1-4	Approval letter and approved Midwest Academy Strategy Chart will be kept on file.
	6.2 Develop a presentations outline and agenda about tobacco control topics and issues.	Weeks 1-4	
	6.2a Prior to conducting activities, submit presentation outline and agenda to DPH for review and approval.	Weeks 1-4	Approval letter and approved outline and agenda will be kept on file.
	6.3 Contact community-based agencies and organizations to schedule presentations on tobacco control topics and issues.	Weeks 1-4 and ongoing	List will be kept on file.
	6.4 Identify and/or develop educational materials to be used during presentations.	Weeks 1-4	Approval letter and approved outline will be kept on file.
	6.4a Prior to distribution of educational materials, submit samples to DPH for review and approval.	Weeks 1-4	Approval letters and samples of approved educational materials will be

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			kept on file.
	6.5 Prepare list of tobacco cessation programs and hotline numbers for distribution during large group meetings.	Weeks 1-4	List will be kept on file.
	6.6 Prepare monthly planning calendars, including location sites, dates, and times of presentations.	Monthly	Monthly planning calendar of projected activities will be submitted to DPH by noon on the fifth working day of each month.
	6.7 Make presentations at large group meetings and complete appropriate evaluation forms and support documentation.	Weeks 5-52	Submit appropriate evaluation forms and support documentation to DPH by noon on the fifth working day of each month.

MEASURABLE OBJECTIVES	IMPLEMENTATION	TIME LINE	EVALUATION

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TOBACCO PREVENTION #1			
7. Conduct 5 group training of volunteer peer outreach workers and/or agency staff (minimum of 10 participants, minimum length of training: 3 hours). Participate in strategy chart training and recruitment training (minimum of 2 participants).	7.1 Complete Midwest Academy Strategy Chart to develop tactics for conducting campaigns.	Weeks 1-4	Approval letter and approved Midwest Academy Strategy Chart will be kept on file.
	7.2 Develop a presentation outline, curriculum, agenda and pretest/posttest for training.	Weeks 1-4	
	7.2a Prior to conducting training, submit outline, curriculum, agenda, and pretest/posttest to DPH for review and approval.	Weeks 1-4	Approval letter and approved outline, curriculum, agenda, and pretest/posttest will be kept on file.
	7.3 Identify and recruit youth to be trained.	Weeks 1-12	List will be kept on file.
	7.4 Identify and/or develop educational materials to be used during training.	Weeks 1-4	
	7.4a Prior to training, submit samples of educational materials to DPH for review and approval.	Weeks 1-4 and ongoing	Approval letters and samples of approved educational materials will be kept on file.
	7.5 Prepare list of tobacco cessation programs and hotline numbers for distribution during training.	Weeks 1-4	List will be kept on file.

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	7.6 Prepare monthly planning calendars, including location sites, dates and times of training sessions.	Monthly	Monthly planning calendar of projected activities will be submitted to DPH by noon on the fifth working day of each month.
	7.7 Conduct training sessions and complete appropriate evaluation forms and support documentation.	Weeks 5-52	Submit appropriate evaluation forms and support documentation to DPH by noon on the fifth working day of each month.

MEASURABLE OBJECTIVES	IMPLEMENTATION	TIME LINE	EVALUATION
Merchant Outreach #1 8. 76 Face-to face outreach to merchants or business owners to advocate for tobacco issues, discuss new and/or	8.1 Complete Midwest Academy Strategy Chart to develop tactics for conducting campaigns.	Weeks 1-4	Approval letter and approved Midwest Academy Strategy Chart will be kept on file.

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current state or local regulations that pertain to the sale of tobacco to minors, smoke-free housing, or outdoor areas and assess compliance with laws and regulations that prohibit the sale of tobacco to minors.	8.2	Develop a presentation outline, agenda, curriculum, and pre and post test for merchant outreach.	Weeks 1-4	
	8.2a	Prior to conducting merchant outreach, submit outline, agenda, curriculum, and pre /post test to DPH for review and approval.	Weeks 1-4	Approval letter and approved outline, agenda, curriculum, and pre/post test will be kept on file.
	8.3	Identify and recruit volunteers to be trained.	Weeks 1-12	List will be kept on file.
	8.4	Identify and/or develop educational materials to be used during merchant outreach.	Weeks 1-4	
	8.4a	Prior to merchant outreach, submit samples of educational materials to DPH for review and approval.	Weeks 1-4 and ongoing	Approval letters and samples of approved educational materials will be kept on file.
	8.5	Prepare list of tobacco cessation programs and hotline numbers for distribution during training.	Weeks 1-4	List will be kept on file.
	8.6	Prepare monthly planning calendars, including location sites, dates and times of training sessions.	Monthly	Monthly planning calendar of projected activities will be submitted to DPH by noon on the fifth working day of each month.

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	8.7 Conduct merchant outreach and complete appropriate evaluation forms and support documentation.	Weeks 5-52	Submit appropriate evaluation forms and support documentation to DPH by noon on the fifth working day of each month.
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